



SUB-MERCHANT ACCOUNT APPLICATION AND AGREEMENT BUSINESS INFORMATION CORPORATE / LEGAL NAME SUB-MERCHANT NAME (DBA OR TRADE NAME) LEGAL ADDRESS STATE CITY 7IP DBA ADDRESS ☐SAME AS A LEGAL ADDRESS CITY STATE ZIP MAILING ADDRESS □SAME AS A LEGAL ADDRESS □SAME AS A DBA ADDRESS CITY STATE ZIP FEDERAL TAX ID NUMBER ☐INDIVIDUAL / SOLE PROPRIETOR PARTNERSHIP □ CORPORATION \square GOVERNMENT □ NON-PROFIT (MUST PROVIDE 501C3 LETTER) □ ASSOCIATION/ESTATE/TRUST □INTERNATIONAL IF ☐ OTHER: **HOW LONG IN BUSINESS?** WEBSITE ADDRESS PRODUCT OR SERVICE SOLD: **CONTACT INFORMATION** CUSTOMER SERVICE NUMBER **CUSTOMER SERVICE EMAIL ADDRESS CHARGEBACK NOTIFICATIONS EMAIL ADDRESS** PRIMARY CONTACT NAME PHONE NUMBER **EMAIL** ACCOUNTING CONTANT NAME PHONE NUMBER **EMAIL** PRINCIPALS INFORMATION (MUST HAVE AT LEAST 51% COMBINED OWNERSHIP) PLEASE LIST ALL PRINCIPALS WHO, DIRECTLY OR INDIRECTLY, THROUGH ANY CONTRACT, ARRANGEMENT, UNDERSTANDING, RELATIONSHIP OR OTHERWISE, OWN 25% OR MORE OF THE EQUITY INTERESTS OF THE LEGAL ENTITY LISTED IN THIS APPLICATION. IF MORE THAN TWO PRINCIPALS PLEASE INCLUDE IN SCHEDULE B. PRINCIPAL 1: \square IS CONTROLLING PERSON? MIDDLE NAME % OWNERSHIP FIRST NAME LAST NAME SSN TITLE **HOME ADDRESS** CITY STATE ZIP PHONE NUMBER **EMAIL** DL NUMBER, STATE EXP. DATE DATE OF BIRTH PRINCIPAL 2: ☐ IS CONTROLLING PERSON? ☐ IS A P.E.P? FIRST NAME MIDDLE NAME LAST NAME % OWNERSHIP TITLE SSN HOME ADDRESS CITY STATE ZIP PHONE NUMBER DATE OF BIRTH **EMAIL** DL NUMBER, STATE EXP. DATE **CONTROLLING PERSON** IS THIS INDIVIDUAL ALREADY LISTED IN THE PRINCIPALS SECTION? (IF NO, PLEASE COMPLETE THE NEXT SECTION) □NO □YES FIRST NAME MIDDLE NAME LAST NAME % OWNERSHIP TITLE SSN **HOME ADDRESS** CITY STATE ZIP PHONE NUMBER DL NUMBER, STATE DATE OF BIRTH **EMAIL** EXP. DATE BANK ACCOUNT INFORMATION BANK ACCOUNT NUMBER ROUTING NUMBER CHECKING SAVINGS ☐ SUB-MERCHANT FEES & CHARGEBACKS □вотн DEPOSITS BANK ACCOUNT NUMBER ROUTING NUMBER CHECKING SAVINGS ☐ SUB-MERCHANT FEES & CHARGEBACKS □ DEPOSITS

1 PP-PRFC07-2025 SUB-MERCHANT INITIALS:

	SUB-MERCHANT QUE	SUB-MERCHANT QUESTIONNAIRE (PLEASE PROVIDE ALL APPLICABLE INFORMATION)							
HAVE SUB-MERCHANT OR PRINCIPALS EVER FILED BANKRUPTCY?									
□ NEVER FILED □ BUSINESS BANKRUPTCY □ PERSONAL BANKRUPTCY (IF YES, PLEASE EXPLAIN):									
DOES THIS BUSINESS CURRENTLY PROCESS CARDS?									
□NO □YES IF YES, PLEASE LIST CURRENT PROCESSORS:									
HAVE MERCHANT OR PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESSES?									
□NO □YES (IF YES, PLEASE EXPLAIN):									
HOW IS THE CARD PAYMENT INFORMATION ENTERED IN THE PAYMENT SYSTEM? □SUB-MERCHANT □CONSUMER IF □OTHER:									
PLEASE LIST ANY EQUIPMENT AN	D/OR SOFTWARE USED TO PROCESS C	ARDS (POINT-O	F-SALE, TERMINAL, PAYMENT GATEWA	Y, CRM ETC.)					
IS YOUR BUSINESS PCI COMPLIANT? NO YES PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE.									
SUB-MERCHANTS HAVE 90 DAYS AFTER BOARDING TO BECOME PCI COMPLIANT BY PROVIDING SAQ AND/OR SCAN OR WILL BE CHARGED NON-COMPLIANCE FEE.									
DO YOU OWN THE PRODUCT/INV	PROOF OF THE SET OF S	EXPLAIN:							
WHERE IS THE PRODUCT STORED,	/SHIPPED FROM? ☐ BUSINESS LC	OCATION _	OWN WAREHOUSE ☐ FULFILLMEN	T CENTER (PLEASE PROVIDE CONTACT AND AGREEMENT)					
	SHOPPING CENTER OFFICE B	UILDING	□INDUSTRIAL BUILDING □R	esidence					
	OWNS PRENTS		_						
	COMMERCIAL DINDUSTR		□RESIDENTIAL						
SQUARE FOOTAGE:	D-500			000-10,000					
	1	SA	LES PROFILE						
AVERAGE TICKET: \$	HIGH TICKET: \$ MON	ITHLY VOLUME	VS/MC/DS: \$	MONTHLY VOLUME AMEX: \$					
SALES METHOD (TOTAL MUST EQ	UAL 100%) CARD PRESENT	RETAIL	CARD NOT PRESENT MOT	O % CARD NOT PRESENT INTERNET %					
LIST PERCENTAGE OF SALES TO:	BUSINESS TO BUSINES.	` '	% BUSINESS TO CONSUMER (B2	2C) %					
_	WHICH PAYMENTS TYPE WOULD YOU LIKE TO ACCEPT? (CHECK ALL THAT APPLY)								
	(PRESS OPTBLUE®: ☐NO IF☐YES: ☐JAN ☐FEE	B □MAR □	J ⊒apr □may □jun □jul	□AUG □SEP □OCT □NOV □DEC					
	DHOLDER RECEIVES THE PRODUCT OR			SAME DAY 1-5 6-15 16-30 OVER 30					
WHEN IS CARDHOLDER CHARGED		OF SHIPMENT	□ DATE OF DELIVERY IF □ OTH						
DO YOU REQUIRE A DEPOSIT?		ALES AMOUNT F	REQUIRED: % OI	R FLAT FEE: \$					
BILLING FREQUENCY: ONE TIME WEEKLY MONTHLY QUARTERLY ANNUALLY IF OTHER:									
DOES YOUR BILLING STRATEGY INVOLVE AUTOMATIC, NEGATIVE OPTION BILLING (TRIAL)?									
DOES YOUR BUSINESS OFFER ANY OF THE FOLLOWING? REPLACEMENT REFUND PARTIAL REFUND NO REFUND									
REFUND POLICY:	JUP TO 30 DAYS ☐31-90 DA	AYS	□OVER 90 DAYS □NO RE	FUNDS IF □OTHER:					
FEE SCHEDULE									
SELECT BILLING OPTION:	□daily □monthly								
FLAT RATE			_						
DISCOUNT RATE VS/MC/DS	% TRANSACTION FEE VS/MC	:/DS \$							
DISCOUNT RATE AMEX	% TRANSACTION FEE AMEX	\$							
SERVICE FEES									
BATCH FEE (PER)	\$ PORTAL ACCESS FEE (MONT	HLY) \$	MONTHLY MINIMUM FEE	\$ ANNUAL FEE \$					
CHARGEBACK FEE (PER))	\$ CHARGEBACK REVERSAL I	FEE \$	RETRIEVAL FEE (PER)	\$ ARBITRATION FEE (PER) \$					
PCI COMPLIANCE FEE	S PCI NON-COMPLIANCE FE	E \$	G2 MONITORING FEE	\$ ACH REJECT FEE (PER) \$					
(MONTHLY) APPLICATION FEE (ONE TIME)	\$ (MONTHLY)	1	(MONTHLY)						
GATEWAY FEES	<u> </u>								
SET UP (ONE TIME)	\$ TRANSACTION FEE (PER)	\$	SERVICE FEE (MONTHLY)	\$					
THE QUALIFIED RATE & PASS THRU INTERCHANGE PLUS PROGRAMS INCLUDE ALL VISA, MASTERCARD, DISCOVER, UNLESS OTHERWISE NOTED. AMERICAN EXPRESS SHALL DEDUCT A FEE FROM EACH CHARGE FROM SUB-MERCHANT SUBMITTED TO AMERICAN EXPRESS BY PROPAY (OR ISO) FOR SETTLEMENT ("WHOLESALE FEE"). THE WHOLESALE FEE IS NOT INTERCHANGE. A 0.20% FEE WILL APPLY TO ALL AMERICAN EXPRESS TRANSACTIONS FOR SUB-MERCHANTS IN THE AMERICAN EXPRESS OPTBLUE PROGRAM. TO PASS THROUGH MASTERCARD'S ANNUAL ACQUIRER LICENSE FEE, ASSESSMENTS FOR MASTERCARD TRANSACTIONS WILL BE CHARGED THE CURRENT ACQUIRER LICENSE FEE.									
ALL OTHER CARD BRAND & NETWORK FEES ARE PASSED THROUGH AT THE RATES ESTABLISHED BY THE CARD BRANDS. PEPPER PAY RESERVES THE RIGHT TO ASSESS AN EARLY TERMINATION FEE (ETF) OF \$495.00 PER SUB-MID UNDER THE FOLLOWING CONDITIONS: (i) BREACH OF CONTRACT: THE MERCHANT MATERIALLY BREACHES ANY PROVISION OF THE SUB-MERCHANT AGREEMENT OR FAILS TO COMPLY WITH PEPPER PAY'S OPERATIONAL OR COMPLIANCE REQUIREMENTS; (ii) CARD BRAND RULE VIOLATIONS: THE MERCHANT ENGAGES IN CONDUCT THAT VIOLATES ANY APPLICABLE VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS, OR OTHER CARD BRAND RULES, RESULTING IN RISK EXPOSURE, PENALTIES, OR REPUTATIONAL HARM; (iii) EARLY ACCOUNT CLOSURE: THE MERCHANT VOLUNTARILY TERMINATES THEIR ACCOUNT OR DISCONTINUES PROCESSING SERVICES WITHIN THE FIRST 12 MONTHS FROM THE EFFECTIVE DATE OF ONBOARDING; (iv)INACTIVITY WITHOUT NOTICE: THE MERCHANT ACCOUNT REMAINS INACTIVE (DEFINED AS NO PROCESSED TRANSACTIONS) FOR A PERIOD OF 90 CONSECUTIVE DAYS WITHOUT PRIOR WRITTEN NOTICE OR COMMUNICATION TO PEPPER PAY. THE ETF IS NOT A PENALTY BUT A REASONABLE ESTIMATE OF COSTS AND DAMAGES INCURRED BY PEPPER PAY IN CONNECTION WITH THE EARLY TERMINATION OR INACTIVITY OF A MERCHANT ACCOUNT. THIS FEE MAY BE CHARGED DIRECTLY TO THE MERCHANT'S LINKED DEPOSIT ACCOUNT OR OFFSET AGAINST ANY RESERVE OR FUNDS DUE TO THE MERCHANT.									

2

PP-PRFC07-2025

	RESERVE TERMS							
RESERVE TYPE: ☐NO RESERVE ☐CAPPED ☐UPFRONT ☐RI	DLLLING RESERVE AMOUNT \$	RESERVE PERCENTAGE %	RESERVE TERM					
FUNDS WILL BE HELD AND RELEASED AS INDICATED IN THE SECTION, AND IN ACCORDANCE WITH OUR SIGNED SUB-MERCHANT PROCESSING AGREEMENT. WE WILL WITHHOLD THE PERCENTAGE LISTED ABOVE FROM THE TOTAL GROSS TRANSACTIONS FROM EACH SETTLEMENT. ELIGIBLE FUNDS WILL BE RELEASED AFTER THE ROLLING RESERVE PERIOD LISTED								
ABOVE. PEPPER PAY MAY EXTEND THE RESERVE PERIOD BASED ON THE CURRENT RISK ASSESSMENT OF THE ACCOUNT.								
	ANT ACCEPTANCE AND AGREEMI JB-MERCHANT DESCRIBED ABOVE (THE "SUB- N THIS SUB-MERCHANT APPLICATION IS TRUE, QUISITE CORPORATE POWER AND AUTHORIT AUTHORIZATIONS AND AGREEMENTS SETFOR NED IN THIS SUB-MERCHANT APPLICATION IS SUB-MERCHANT; (iii) AUTHORIZE PROPAY AN (S), ON BEHALF OF THE SUB-MERCHANT AND ABOVE AND TO THE TERMS AND CONDITIONS NT UNDERSTANDS THAT THIS APPLICATION AI BEEN APPROVED BY PROPAY AND ISO, AND A HE UNDERSIGNED AGREE TO BE BOUND BY PR al/ProFac-Sub-merchant-Terms-and-Condition	MERCHANT"), THE UNDERSIGNED IN CORRECT AND COMPLETE AS OF THE TY TO COMPLETE AND SUBMIT THIS THE HEREIN, BOTH ON BEHALF OF THE PURPOSE OF OID ISO TO INVESTIGATE THE CREDIT OF THE SUB-MERCHANT AGREEMEN NO THE SUB-MERCHANT AGREEMEN SUB-MERCHANT NUMBER IS ISSUE OPAY'S TERMS AND CONDITIONS, W	IE DATE OF THIS SUB- S SUB-MERCHANT THE SUB-MERCHANT AND BTAINING, OR MAINTAINING OF THE SUB-MERCHANT AND APPLICATION IS ACCEPTED IT INCLUDED WITH AND NT (COLLECTIVELY THE D. WHICH ARE INCORPORATED					
PROPAY SIGNATURE	PRINTED FULL NAME	TITLE	DATE					
ISO SIGNATURE	PRINTED FULL NAME	TITLE	DATE					
	PERSONAL GUARANTEE							
FROM SUB-MERCHANT, AND FURTHER WAIVES ANY AND ALL RIGHTS OR WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE RENEWAL, EXTEI THEREUNDER IS DUE, AND/OR ANY CHANGE IN ANY INTEREST OR DISCOUTES A PARTY TO THE AGREEMENT, AND UNCONDITIONALLY AND SPECIFIC, CHARGEBACKS, FINES, FEES, PENALTIES, EXPENSES OR OBLIGATIONS UNIPERSONAL CHECKING ACCOUNT OR OTHER ACCOUNT OWNED OR CONTECTED BUREAU REPORT. GUARANTOR AGREES TO PAY ALL COSTS AND I	NSION, ACCELERATION, OR OTHER CHANGE IN UNT RATE OR FEE THEREUNDER. GUARANTOR ALLY AUTHORIZES PROPAY AND ISO OR THEIR DER THE AGREEMENT AND / OR ANY CONTRAC ROLLED BY GUARANTOR, AND FURTHER TO REEXPENSES OF WHATEVER NATURE, INCLUDING	THE TIME ANY PAYMENT OR OTHER CONFIRMS THAT GUARANTOR, COL AUTHORIZED AGENTS, TO DEBIT AN CTUAL RELATIONSHIP WITH PROPAY PORT ANY DEFAULT HEREUNDER ON	R PERFORMANCE LECTIVELY OR INDIVIDUALLY, Y OVERDUE FEES, COSTS, ' AND ISO FROM ANY N GUARANTOR'S PERSONAL					
OR ON BEHALF OF PROPAY OR ISO IN CONNECTION WITH THE ENFORCEMENT OF THE PROPAGE OF T								
GUARANTOR 1 SIGNATURE	PRINTED FULL NAME		DATE					
] [
GUARANTOR 2 SIGNATURE	PRINTED FULL NAME		DATE					
BANK DISCL	OSURE: MEMBER BANK INFORM	IATION						
IMPORTANT BANK RESPONSIBILITIES: 1. BANK IS THE ONLY ENTITY APPROVED TO EXTEND ACCEPTANCE OF VISA PRODUCTS DIRECTLY TO A MERCHANT. 2. BANK MUST BE A PRINCIPAL (SIGNOR) TO THE MERCHANT AGREEMENT. 3. BANK IS RESPONSIBLE FOR EDUCATING MERCHANTS ON PERTINENT VISA OPERATING REGULATIONS WITH WHICH MERCHANTS MUST COMPLY. 4. BANK IS RESPONSIBLE FOR AND MUST PROVIDE SETTLEMENT FUNDS TO THE MERCHANT. 5. BANK IS RESPONSIBLE FOR ALL FUNDS HELD IN RESERVE THAT ARE DERIVED FROM SETTLEMENT.								
ENSURE COMPLIANCE WITH CARDHOLDER DATA SECURITY AT MAINTAIN FRAUD AND CHARGEBACKS BELOW THRESHOLDS. REVIEW AND UNDERSTAND THE TERMS OF THE MERCHANT A COMPLY WITH VISA OPERATING REGULATIONS. THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERSEDE TERMS OF THE I OBLIGATIONS OF EACH PARTY AND THAT THE VISA MEMBER — BANK - IS TI	GREEMENT. MERCHANT AGREEMENT AND ARE PROVIDED T		TANDS SOME IMPORTANT					
PRINCIPAL 1 SIGNATURE	PRINTED FULL NAME	TITLE	DATE					
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PRINCIPAL 2 SIGNATURE	PRINTED FULL NAME	TITLE	DATE					

3